

1252.220-90

(End of clause)

1252.220-90 Local hire. (USCG)

As prescribed in USCG guidance at (TAR) 48 CFR 1220.9001, insert the following clause:

LOCAL HIRE (OCT 1994)

The Contractor shall employ, for the purpose of performing this contract in whole or in part in a State that has an unemployment rate in excess of the national average rate of unemployment (as defined by the Secretary of Labor), individuals who are local residents and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills. *Local Resident* means a resident or an individual who commutes daily to that State.

(End of clause)

1252.222-70 Strikes or picketing affecting timely completion of the contract work.

As prescribed in (TAR) 48 CFR 1222.101-71(a), insert the following clause:

STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (OCT 1994)

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

(End of clause)

1252.222-71 Strikes or picketing affecting access to a DOT facility.

As prescribed in (TAR) 48 CFR 1222.101-71(b), insert the following clause:

STRIKES OR PICKETING AFFECTING ACCESS TO A DOT FACILITY (OCT 1994)

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DOT facility where the site of the work is located, the Contractor shall

48 CFR Ch. 12 (10-1-96 Edition)

take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

(End of clause)

1252.223-70 Removal or disposal of hazardous substances—applicable licenses and permits.

As prescribed in (TAR) 48 CFR 1223.303, insert the following clause:

REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES—APPLICABLE LICENSES AND PERMITS (OCT 1994)

The Contractor certifies that it has _____ does not have _____ all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it hereby certifies that it will obtain all requisite licenses and permits within _____ days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

(End of clause)

1252.223-71 Accident and fire reporting.

As prescribed in (TAR) 48 CFR 1223.7000(a), insert the following clause:

ACCIDENT AND FIRE REPORTING (OCT 1994)

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

(1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;

(2) Damage of \$1,000 or more to Federal property, either real or personal;

(3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or

(4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) of this section shall be accomplished by the following means:

(1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Federal property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the

Department of Transportation

1252.225-90

Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

(2) Other accident and fire reports required by paragraph (a) of this section may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:

- (i) The extent of injury; and
- (ii) The damage and cause of the accident or fire.

Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

(End of clause)

1252.223-72 Protection of human subjects.

As prescribed in (TAR) 48 CFR 1223.7000(b), insert the following clause:

PROTECTION OF HUMAN SUBJECTS (OCT 1994)

The Contractor shall comply with the National Highway Traffic Safety Administration (NHTSA) principles and procedures (in accordance with NHTSA Order 700-1, 700-3, and 700-4) for the protection of human subjects participating in activities supported directly or indirectly by contracts from DOT. A copy of the applicable NHTSA orders shall be provided to offerors and/or contractors upon request. In fulfillment of its assurance:

(a) A committee competent to review projects and activities that involve human subjects shall be established and maintained by the Contractor.

(b) The committee shall be assigned responsibility to determine for each activity planned and conducted that:

- (1) The rights and welfare of subjects are adequately protected;
- (2) The risks to subjects are outweighed by potential benefits; and
- (3) The informed consent of subjects shall be obtained by methods that are adequate and appropriate.

(c) Committee reviews are to be conducted with objectivity and in a manner to ensure the exercise of independent judgment of the members. Members shall be excluded from review of projects or activities in which they have an active role or a conflict of interests.

(d) Continuing constructive communication between the committee and the project directors must be maintained as a means of safeguarding the rights and welfare of subjects.

(e) Facilities and professional attention required for subjects who may suffer physical,

psychological, or other injury as a result of participating in an activity shall be provided.

(f) The committee shall maintain records of committee review of applications and active projects, of documentation of informed consent, and of other documentation that may pertain to the selection, participation, and protection of subjects. Detailed records shall be maintained of circumstances of any review that adversely affects the rights or welfare of the individual subjects. Such materials shall be made available to DOT upon request.

(g) The retention period of such records and materials shall be as specified at (FAR) 48 CFR 4.703.

(h) Periodic reviews shall be conducted by the Contractor to assure, through appropriate administrative overview, that the practices and procedures designed for the protection of the rights and welfare of subjects are being effectively applied.

(NOTE: If the Contractor has a Department of Health and Human Services approved Institutional Review Board (IRB) which can appropriately review this contract in accordance with the technical requirements and NHTSA Orders 700-1, 700-3, and 700-4, that IRB will be considered acceptable for the purposes of this contract.

(End of clause)

1252.225-90 Buy American Certificate—steel and manufactured products. (FAA)

As prescribed in 1225.9005(a), insert the following provision in solicitations:

BUY AMERICAN CERTIFICATE—STEEL AND MANUFACTURED PRODUCTS (OCT 1994)

(a) By submitting a bid/proposal under this solicitation, except for those items listed by the offeror in paragraph (b), the offeror certifies that steel and manufactured products to be used in the project are produced in the United States and that components of unknown origin are considered to have been produced or manufactured outside the United States.

(b) This certification is required in implementation of Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990, (Subtitle B of Title IX of Pub. L. 101-508, the Omnibus Budget Reconciliation Act of 1990).

PRODUCT	COUNTRY OF ORIGIN

(End of provision)

1252.225-91 Buy American—steel and manufactured products. (FAA)

As prescribed in 1225.9005(b), insert the following clause in solicitations and contracts:

BUY AMERICAN—STEEL AND MANUFACTURED PRODUCTS (OCT 1994)

(a) Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990 (Subtitle B of Title IX of Pub. L. 101-508, the Omnibus Budget Reconciliation Act of 1990) requires the use of steel and manufactured products produced in the United States when a project such as that covered by this contract receives funding.

(b) The Contractor shall deliver only steel and manufactured products produced in the United States. This requirement shall not apply where the Secretary or his or her designee has found—

(1) that its application would be inconsistent with the public interest;

(2) that such materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(3) in the case of the procurement of facilities and equipment under the Airport and Airway Improvement Act of 1982, (i) the cost of components and subcomponents which are produced in the United States is more than 60 percent of the cost of all components to be delivered under this contract, and (ii) final assembly of the facility or equipment to be delivered under this contract has taken place in the United States; or

(4) that inclusion of domestic material will increase the cost of the overall contract by more than 25 percent.

(c) In calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.

(d) This clause takes precedence over the provisions of the (FAR) 48 CFR 52.225-3, Buy American—Supplies, and the (FAR) 48 CFR clause 52.225-5, Buy American—Construction Materials, in respect to their applicability to steel and manufactured products.

(End of clause)

1252.228-70 Loss of or damage to leased aircraft.

As prescribed in (TAR) 48 CFR 1228.306-70 (a) and (b), insert the following clause:

LOSS OF OR DAMAGE TO LEASED AIRCRAFT (OCT 1994)

(a) The Government assumes all risk of loss of, or damage (except normal wear and tear) to, the leased aircraft during the term

of this lease while the aircraft is in the possession of the Government.

(b) In the event of damage to the aircraft, the Government, at its option, shall make the necessary repairs with its own facilities or by contract, or pay the Contractor the reasonable cost of repair of the aircraft.

(c) In the event the aircraft is lost or damaged beyond repair, the Government shall pay the Contractor a sum equal to the fair market value of the aircraft at the time of such loss or damage, which value may be specifically agreed to in clause 1252.228-71, "Fair Market Value of Aircraft," less the salvage value of the aircraft. However, the Government may retain the damaged aircraft or dispose of it as it wishes. In that event, the Contractor will be paid the fair market value of the aircraft as stated in the clause.

(d) The Contractor certifies that the contract price does not include any cost attributable to hull insurance or to any reserve fund it has established to protect its interest in the aircraft. If, in the event of loss or damage to the leased aircraft, the Contractor receives compensation for such loss or damage in any form from any source, the amount of such compensation shall be:

(1) credited to the Government in determining the amount of the Government's liability; or

(2) for an increment of value of the aircraft beyond the value for which the Government is responsible.

(e) In the event of loss of or damage to the aircraft, the Government shall be subrogated to all rights of recovery by the Contractor against third parties for such loss or damage and the Contractor shall promptly assign such rights in writing to the Government.

(End of clause)

1252.228-71 Fair market value of aircraft.

As prescribed in (TAR) 48 CFR 1228.306-70 (a) and (c), insert the following clause:

FAIR MARKET VALUE OF AIRCRAFT (OCT 1994)

For purposes of the clause entitled "Loss of or Damage to Leased Aircraft," it is agreed that the fair market value of the aircraft to be used in the performance of this contract shall be the lesser of the two values set out in paragraphs (a) and (b):

(a) \$_____; or

(b) If the contractor has insured the same aircraft against loss or destruction in connection with other operations, the amount of such insurance coverage on the date of the loss or damage for which the Government may be responsible under this contract.

Department of Transportation

1252.236-70

(End of clause)

1228.228-72 Risk and indemnities.

As prescribed in (TAR) 48 CFR 1228.306-70 (a) and (d), insert the following clause:

RISK AND INDEMNITIES (OCT 1994)

The Contractor hereby agrees to indemnify and hold harmless the Government, its officers and employees from and against all claims, demands, damages, liabilities, losses, suits and judgments (including all costs and expenses incident thereto) which may be suffered by, accrue against, be charged to or recoverable from the Government, its officers and employees by reason of injury to or death of any person other than officers, agents, or employees of the Government or by reason of damage to property of others of whatsoever kind (other than the property of the Government, its officers, agents or employees) arising out of the operation of the aircraft. In the event the Contractor holds or obtains insurance in support of this covenant, a Certificate of Insurance shall be delivered to the Contracting Officer.

(End of clause)

1252.228-90 Notification of Miller Act payment bond protection. (USCG)

As prescribed in USCG guidance at (TAR) 48 CFR 1228.9000, insert the following clause:

NOTIFICATION OF MILLER ACT PAYMENT BOND PROTECTION (OCT 1994)

This notice clause shall be inserted by first tier subcontractors in all their subcontracts and shall contain the surety which has provided the payment bond under the prime contract.

(a) The prime contract is subject to the Miller Act (40 U.S.C. 270), under which the prime contractor has obtained a payment bond. This payment bond may provide certain unpaid employees, suppliers, and subcontractors a right to sue the bonding surety under the Miller Act for amounts owed for work performed and materials delivery under the prime contract.

(b) Persons believing that they have legal remedies under the Miller Act should consult their legal advisor regarding the proper steps to take to obtain these remedies. This notice clause does not provide any party any rights against the Federal Government, or create any relationship, contractual or otherwise, between the Federal Government and any private party.

(c) The surety which has provided the payment bond under the prime contract is:

(Name)

(Street Address)

(City, State, Zip Code)

(Contact & Tel. No.)

(End of clause)

1252.231-70 Date of incurrence of costs.

As prescribed in (TAR) 48 CFR 1231.205-32, insert the following clause:

DATE OF INCURRENCE OF COSTS (OCT 1994)

The Contractor shall be entitled to reimbursement for costs incurred on or after _____ in an amount not to exceed \$ _____ that, if incurred after this contract had been entered into, would have been reimbursable under this contract.

(End of clause)

1252.236-70 Special precautions for work at operating airports.

As prescribed in (TAR) 48 CFR 1236.570, insert the following clause:

SPECIAL PRECAUTIONS FOR WORK AT OPERATING AIRPORTS (OCT 1994)

(a) When work is to be performed at an operating airport, the Contractor must arrange its work schedule so as not to interfere with flight operations. Such operations will take precedence over construction convenience. Any operations of the Contractor which would otherwise interfere with or endanger the operations of aircraft shall be performed only at times and in the manner directed by the Contracting Officer. The Government will make every effort to reduce the disruption of the Contractor's operation.

(b) Unless otherwise specified by local regulations, all areas in which construction operations are underway shall be marked by yellow flags during daylight hours and by red lights at other times. The red lights along the edge of the construction areas within the existing aprons shall be the electric type of not less than 100 watts intensity placed and supported as required. All other construction markings on roads and adjacent parking lots may be either electric or battery type lights. These lights and flags shall be placed so as to outline the construction areas and the distance between any two flags or lights shall not be greater than 25 feet. The Contractor shall provide adequate watch to maintain the lights in working condition at all times other than daylight hours. The hour of beginning and the hour of ending of daylight will be determined by the Contracting Officer.

1252.237-70

(c) All equipment and material in the construction areas or when moved outside the construction area shall be marked with airport safety flags during the day and when directed by the Contracting Officer, with red obstruction lights at nights. All equipment operating on the apron, taxiway, runway, and intermediate areas after darkness hours shall have clearance lights in conformance with instructions from the Contracting Officer. No construction equipment shall operate within 50 feet of aircraft undergoing fuel operations. Open flames are not allowed on the ramp except at times authorized by the Contracting Officer.

(d) Trucks and other motorized equipment entering the airport or construction area shall do so only over routes determined by the Contracting Officer. Use of runways, aprons, taxiways, or parking areas as truck or equipment routes will not be permitted unless specifically authorized for such use. Flag personnel shall be furnished by the Contractor at points on apron and taxiway for safe guidance of its equipment over these areas to assure right of way to aircraft. Areas and routes used during the contract must be returned to their original condition by the Contractor. The maximum speed allowed at the airport shall be established by airport management. Vehicles shall be operated so as to be under safe control at all times, weather and traffic conditions considered. Vehicles must be equipped with head and tail lights during the hours of darkness.

(End of clause)

1252.237-70 Qualifications of employees.

As prescribed in (TAR) 48 CFR 1237.110, insert the following clause:

QUALIFICATIONS OF EMPLOYEES (OCT 1994)

The Contracting Officer may require dismissal from work of those employees which he/she deems incompetent, careless, insubordinate, unsuitable or otherwise objectionable, or whose continued employment he/she deems contrary to the public interest or inconsistent with the best interest of national security. The Contractor shall fill out, and cause each of its employees on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor's employees shall be fingerprinted. Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employ-

48 CFR Ch. 12 (10-1-96 Edition)

ment will not affect his/her immigration status.

1252.237-71 Certification of data.

As prescribed in (TAR) 48 CFR 1213.7101 and 1237.7003, insert the following provisions:

CERTIFICATION OF DATA (JAN 1996)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-2812 and 49 CFR part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

[61 FR 392, Jan. 5, 1996]

1252.237-72 Prohibition on advertising.

As prescribed in (TAR) 48 CFR 1213.7002 and 1237.7003, insert the following clause:

PROHIBITION ON ADVERTISING (JAN. 1996)

The contractor or its representatives (including training instructors) shall not advertise or solicit business from attendees for private, non-Government training during contracted-for training sessions. This prohibition extends to unsolicited oral comments, distribution or sales of written materials, and/or sales of promotional videos or audio tapes.

The contractor agrees to insert this clause in its subcontracts.

Department of Transportation

1252.237-93

(End of clause)

[61 FR 392, Jan. 5, 1996]

1252.237-90 Requirements. (USCG)

As prescribed in USCG guidance at (TAR) 48 CFR 1237.9000, insert the following clause:

REQUIREMENTS (OCT 1994)

(a) Except as provided in paragraphs (c) and (d) of this clause, the Government will order from the Contractor all of its requirements in the area of performance for the supplies and services listed in the schedule of this contract.

(b) Each order will be issued as a delivery order and will list—

- (1) The supplies or services being ordered;
- (2) The quantities to be furnished;
- (3) Delivery or performance dates;
- (4) Place of delivery or performance;
- (5) Packing and shipping instructions;
- (6) The address to send invoices; and
- (7) The funds from which payment will be made.

(c) The Government may elect not to order supplies and services under this contract in instances where the body is removed from the area for medical, scientific, or other reason.

(d) In an epidemic or other emergency, the contracting activity may obtain services beyond the capacity of the Contractor's facilities from other sources.

(e) Contracting Officers of the following activities may order services and supplies under this contract—

(End of clause)

1252.237-91 Area of performance. (USCG)

As prescribed in USCG guidance at (TAR) 48 CFR 1237.9000, insert the following clause:

AREA OF PERFORMANCE (OCT 1994)

(a) The area of performance is as specified in the contract.

(b) The Contractor shall take possession of the remains at the place where they are located, transport them to the Contractor's place of preparation, and later transport them to a place designated by the Contracting Officer.

(c) The Contractor will not be reimbursed for transportation when both the place where the remains were located and the de-

livery point are within the area of performance.

(d) If remains are located outside the area of performance, the Contracting Officer may place an order with the Contractor under this contract or may obtain the services elsewhere. If the Contracting Officer requires the Contractor to transport the remains into the area of performance, the Contractor shall be paid the amount per mile in the schedule for the number of miles required to transport the remains by a reasonable route from the point where located to the boundary of the area of performance.

(e) The Contracting Officer may require the Contractor to deliver remains to any point within 100 miles of the area of performance. In this case, the Contractor shall be paid the amount per mile in the schedule for the number of miles required to transport the remains by a reasonable route from the boundary of the area of performance to the delivery point.

(End of clause)

1252.237-92 Performance and delivery. (USCG)

As prescribed in USCG guidance at (TAR) 48 CFR 1237.9000, insert the following clause:

PERFORMANCE AND DELIVERY (OCT 1994)

(a) The Contractor shall furnish the material ordered and perform the services specified as promptly as possible but not later than 36 hours after receiving notification to remove the remains, excluding the time necessary for the Government to inspect and check results of preparation.

(b) The Government may, at no additional charge, require the Contractor to hold the remains for an additional period not to exceed 72 hours from the time the remains are casketed and final inspection completed.

(End of clause)

1252.237-93 Subcontracting. (USCG)

As prescribed in USCG guidance at (TAR) 48 CFR 1237.9000, insert the following clause:

SUBCONTRACTING (OCT 1994)

The Contractor shall not subcontract any work under this contract without the Contracting Officer's written approval. This clause does not apply to contracts of employment between the Contractor and its personnel.

1252.237-94

(End of clause)

1252.237-94 Termination for default. (USCG)

As prescribed in USCG guidance at (TAR) 48 CFR 1237.9000, insert the following clause:

TERMINATION FOR DEFAULT (OCT 1994)

(a) This clause supplements and is in addition to the Default clause of this contract.

(b) The Contracting Officer may terminate this contract for default by written notice without the ten day notice required by paragraph (a)(2) of the Default clause if—

(1) The Contractor, through circumstances reasonably within its control or that of its employees, performs any act under or in connection with this contract, or fails in the performance of any service under this contract and the act or failures may reasonably be considered to reflect discredit upon the Department of Transportation in fulfilling its responsibility for proper care of remains;

(2) The Contractor, or its employees, solicits its relatives or friends of the deceased to purchase supplies or services not under this contract. (The Contractor may furnish supplies or arrange for services not under this contract, only if representatives of the deceased voluntarily request, select, and pay for them.);

(3) The services or any part of the services are performed by anyone other than the Contractor or the Contractor's employees without the written authorization of the Contracting Officer;

(4) The Contractor refuses to perform the services required for any particular remains; or

(5) The Contractor mentions or otherwise uses this contract in its advertising in any way.

(End of clause)

1252.237-95 Group interment. (USCG)

As prescribed in USCG guidance at (TAR) 48 CFR 1237.9000, insert the following clause:

GROUP INTERMENT (OCT 1994)

The Government will pay the Contractor for supplies and services provided for remains interred as a group on the basis of the number of caskets furnished, rather than on the basis of the number of persons in the group.

48 CFR Ch. 12 (10-1-96 Edition)

(End of clause)

1252.237-96 Permits. (USCG)

As prescribed in USCG guidance at (TAR) 48 CFR 1237.9000, insert the following clause:

PERMITS (OCT 1994)

The Contractor shall meet all State and local licensing requirements and obtain and furnish all necessary health department and shipping permits at no additional cost to the Government. The Contractor shall ensure that all necessary health department permits are in order for disposition of the remains.

(End of clause)

1252.237-97 Facility requirements. (USCG)

As prescribed in USCG guidance at (TAR) 48 CFR 1237.9000, insert the following clause:

FACILITY REQUIREMENTS (OCT 1994)

(a) The Contractor's building shall have complete facilities for maintaining the highest standards for solemnity, reverence, assistance to the family, and prescribed ceremonial services.

(b) The Contractor's preparation room shall be clean, sanitary, and adequately equipped.

(c) The Contractor shall have, or be able to obtain the necessary items (e.g., catafalques, structures, trucks, equipment) for religious services.

(d) The Contractor's funeral home, furnishings, grounds, and surrounding area shall present a clean and well-kept appearance.

(End of clause)

1252.237-98 Preparation history. (USCG)

As prescribed in USCG guidance at (TAR) 48 CFR 1237.9000, insert the following clause:

PREPARATION HISTORY (OCT 1994)

For each body prepared, or for each casket handled in a group interment, the Contractor shall state briefly the results of the embalming process on a certificate furnished by the Contracting Officer.

Department of Transportation

(End of clause)

1252.237-99 Award to single offeror. (USCG)

As prescribed in USCG guidance at (TAR) 48 CFR 1237.9000, insert the following provision:

AWARD TO SINGLE OFFEROR (OCT 1994)

- (a) Award shall be made to a single offeror.
- (b) Offerors shall include unit prices for each item. Failure to include unit prices for each item will be cause for rejection of the entire offer.
- (c) The Government will evaluate offers on the basis of the estimated quantities shown.
- (d) Award will be made to that responsive, responsible offeror whose total aggregate offer is the lowest price to the Government.

(End of provision)

ALTERNATE I (OCT 1994)

If mortuary services are procured by negotiations, substitute the following paragraph (d) for paragraph (d) of the basic provision:

- (d) Award will be made to that responsive, responsible offeror whose total aggregate offer is in the best interest of the Government.

1252.242-70 Dissemination of information—educational institutions.

As prescribed in (TAR) 48 CFR 1242.203-70(a), insert the following clause:

DISSEMINATION OF INFORMATION—
EDUCATIONAL INSTITUTIONS (OCT 1994)

- (a) The Department of Transportation (DOT) desires widespread dissemination of the results of funded transportation research. The Contractor, therefore, may publish (subject to the provisions of the "Data Rights" and "Patent Rights" clauses of the contract) research results in professional journals, books, trade publications, or other appropriate media (a thesis or collection of theses should not be used to distribute results because dissemination will not be sufficiently widespread). All costs of publication pursuant to this clause shall be borne by the Contractor and shall not be charged to the Government under this or any other Federal contract.

- (b) Any copy of material published under this clause must contain acknowledgment of DOT's sponsorship of the research effort and a disclaimer stating that the published material represents the position of the author(s) and not necessarily that of DOT. Articles for publication or papers to be presented to professional societies do not require the authorization of the Contracting

1252.242-72

Officer prior to release. However, two copies of each article shall be transmitted to the Contracting Officer at least two weeks prior to release or publication.

- (c) Press releases concerning the results or conclusions from the research under this contract shall not be made or otherwise distributed to the public without prior written approval of the Contracting Officer.

- (d) Publication under the terms of this clause does not release the Contractor from the obligation of preparing and submitting to the Contracting Officer a final report containing the findings and results of research, as set forth in the schedule of the contract.

(End of clause)

1252.242-71 Contractor testimony.

As prescribed in (TAR) 48 CFR 1242.203-70(b), insert the following clause:

CONTRACTOR TESTIMONY (OCT 1994)

All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to: (a) any work required by, and/or performed under, this contract; or (b) any information provided by any party to assist the Contractor in the performance of this contract, shall be immediately reported to the Contracting Officer. Neither the Contractor nor its employees shall testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approved by the Contracting Officer or required by a judge in a final court order.

(End of clause)

1252.242-72 Dissemination of contract information.

As prescribed in (TAR) 48 CFR 1242.203-70(c), insert the following clause:

DISSEMINATION OF CONTRACT INFORMATION
(OCT 1994)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

1252.242-73

(End of clause)

1252.242-73 Contracting officer's technical representative.

As prescribed in (TAR) 48 CFR 1242.7000, insert the following clause:

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

(End of clause)

1252.245-70 Government property reports.

As prescribed in (TAR) 48 CFR 1245.505-70, insert the following clause:

GOVERNMENT PROPERTY REPORTS (OCT 1994)

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

(End of clause)

1252.247-70 Acceptable service at reduced rates.

As prescribed in (TAR) 48 CFR 1247.104-370, insert the following clause:

ACCEPTABLE SERVICE AT REDUCED RATES (OCT 1994)

The Contractor is to use carriers that offer acceptable service at reduced rates, if available, to transport supplies under this contract.

48 CFR Ch. 12 (10-1-96 Edition)

(End of clause)

[59 FR 40288, Aug. 8, 1994. Redesignated at 61 FR 50250, Sept. 25, 1996.]

EFFECTIVE DATE NOTE: At 61 FR 50250, Sept. 25, 1996, section 1252.247-1 was redesignated as section 1252.247-70, effective Oct. 25, 1996.

1252.247-71 F.o.b. origin information.

As prescribed in (TAR) 48 CFR 1247.305-70, insert the following provision:

F.O.B. ORIGIN INFORMATION (OCT 1994)

The offeror shall furnish information with the offer:

(a) Location of the offeror's actual shipping point(s) (street address, city, state, and zip code) from which supplies will be delivered to the Government;

(b) Whether the offered shipping point has a private railroad siding, and the name of the rail carrier serving it;

(c) When the offered shipping point does not have a private siding, the names and addresses of the nearest public rail siding and of the carrier serving it; and

(d) The quantity of supplies to be shipped from each shipping point.

(End of provision)

ALTERNATE I (OCT 1994)

If delivery is "f.o.b. origin, contractor's facility," and the designated facility is not covered by the line-haul transportation rate, add the following paragraph to the basic provision:

(e) The charges required to deliver the shipment to the point where the line-haul rate is applicable.

ALTERNATE II (OCT 1994)

When delivery is "f.o.b. origin, freight allowed," add the following paragraph to the basic provision:

(e) The basis on which transportation charges will be allowed, including the origin and destination from and to which transportation charges will be allowed.

[59 FR 40288, Aug. 8, 1994. Redesignated at 61 FR 50250, Sept. 25, 1996.]

EFFECTIVE DATE NOTE: At 61 FR 50250, Sept. 25, 1996, section 1252.247-2 was redesignated as section 1252.247-71, effective Oct. 25, 1996.

1252.247-72 F.o.b. origin only.

As prescribed in (TAR) 48 CFR 1247.305-70, insert the following provision: